

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

MARIAH MAAS, as Special Administrator  
for the Estate of Tiffany Slatsky, *et al.*,

Plaintiffs,  
vs.

CHRISTOPHER CANDITO, *et al.*,

## Defendants.

Case No.: 2:22-cv-00568-GMN-DJA

**ORDER GRANTING MOTION FOR  
DETERMINATION OF GOOD FAITH  
SETTLEMENT**

Pending before the Court is the Motion for Determination of Good Faith Settlement, No. 100), filed by Plaintiffs Mariah Mass, as Special Administrator for the Estate of my Slatsky, Martin Slatsky, as parent and legal guardian of Cade Slatsky, and Martin y, as an individual. Defendants Andrew Clapper and Nicholas Robinson joined the iffs' Motion for Determination of Good Faith Settlement, (ECF Nos. 101, 102). andants Andrew Stocker, City of North Las Vegas, and Christopher Candito did not and, and the time to do so has passed.

## I. BACKGROUND

This action arises out of Tiffany Slatsky’s death via drug overdose after she attended a party held by North Las Vegas firefighters and EMTs. Plaintiffs initiated this suit in February 2022, and Defendants removed the action to federal court in April 2022. (Pet. for Removal at 1, ECF No. 1). The City of North Las Vegas and the North Las Vegas Fire Department filed a Motion to Dismiss Plaintiffs’ claims against them, which the Court denied. (Order, ECF No. 64). After a period of discovery, the Court approved the parties’ stipulation to stay discovery pending private mediation. (ECF Nos. 94, 95). Plaintiffs filed the instant Motion after that

1 mediation was completed, seeking an order from the Court determining that the settlement has  
 2 been made in good faith. (See Mot. Determination of Good Faith Settlement, ECF No. 100).

3 **II. LEGAL STANDARD**

4 Under Nevada law, the determination of whether a settlement is in “good faith” under  
 5 Nev. Rev. Stat. 17.245 is “left to the discretion of the trial court based upon all relevant facts  
 6 available.” *Velsicol Chem. Corp. v. Davidson*, 811 P.2d 561, 563 (Nev. 1991). The factors  
 7 discussed in *In re MGM Grand Hotel Fire Litig.*, 570 F. Supp. 913, 927 (D. Nev. 1983) may be  
 8 among the relevant facts a court may choose to consider in the exercise of its “considerable  
 9 discretion.” *The Doctors Co. v. Vincent*, 98 P.3d 681, 686–87 (Nev. 2004). Such factors  
 10 include “the amount paid in settlement, the allocation of the settlement proceeds among  
 11 plaintiffs, the insurance policy limits of settling defendants, the financial condition of settling  
 12 defendants, and the existence of collusion, fraud or tortious conduct aimed to injure the  
 13 interests of non-settling defendants.” *In re MGM*, 570 F. Supp. at 927. However, Nevada law  
 14 includes no requirement that a court consider or limit its analysis to the *MGM* factors or hold a  
 15 hearing before making a determination of good faith. *Velsicol Chem. Corp.*, 811 P.2d at 563.

16 **III. DISCUSSION**

17 In their Motion, Plaintiffs have addressed each of the applicable *MGM* factors. (See  
 18 generally Mot. Determination of Good Faith Settlement, ECF No. 100). Plaintiffs submit that  
 19 they have reached an agreement with Defendants Nicholas Robison, Andrew Clapper, and  
 20 Andrew Stocker for a total of \$402,500, which reflects “the potential liability and Defendants’  
 21 defenses.” (*Id.* at 3-4, 6). In exchange, Plaintiffs will release Defendants Robison, Clapper, and  
 22 Stocker from all further liability in this matter. (*Id.* at 5).

23 Regarding the *MGM* factors, Plaintiffs aver that the settlement amount is reasonable, and  
 24 takes into consideration the liability of each Defendant, the damages each of the Plaintiffs  
 25 suffered, and their respective past and future medical expenses. (*Id.* at 6). They explain that the

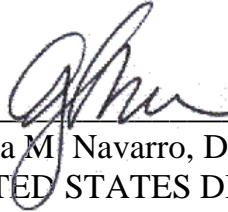
1 Decedent's minor son will receive 85% of the settlement proceeds, while the Decedent's father  
2 will receive 15%. (*Id.*). Plaintiffs assert that, after attorneys' fees and costs, Plaintiffs will each  
3 receive a reasonable settlement. (*Id.*). Based on the comparative liability of the Defendants in  
4 this case and the injury each Plaintiff suffered, the Court agrees that the total settlement amount  
5 and the allocation of the settlement is reasonable. Finally, Plaintiffs assert that the parties  
6 reached a fair settlement through a court-appointed mediation in which Defendant City of  
7 North Las Vegas participated, and that the arm's length negotiation was free from collusion,  
8 fraud, or tortious conduct. (*Id.* at 7).

9 Considering the foregoing discussion of the relevant *MGM* factors, and because no party  
10 has opposed Plaintiffs' motion, the Court finds that the settlement between Plaintiffs and  
11 Defendants Robison, Clapper, and Stocker was made in good faith. The Court therefore  
12 GRANTS Plaintiffs' Motion for Determination of Good Faith Settlement.

13 **IV. CONCLUSION**

14 **IT IS HEREBY ORDERED** that Plaintiffs' Motion for Determination of Good Faith  
15 Settlement, (ECF No. 100), is **GRANTED**.

16 **DATED** this 14 day of November, 2024.

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20 Gloria M. Navarro, District Judge  
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UNITED STATES DISTRICT COURT